

BRIAN J. STRETCH (CABN 163973)  
United States Attorney

DAVID R. CALLAWAY (CABN 121782)  
Chief, Criminal Division

DAVID COUNTRYMAN (CABN 226995)  
Assistant United States Attorney

450 Golden Gate Avenue, Box 36055  
San Francisco, California 94102-3495  
Telephone: (415) 436-7303  
FAX: (415) 436-7234  
david.countryman@usdoj.gov

Attorneys for United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

KWOK CHEUNG CHOW,

Defendant.

No. CR 14-0196 CRB

**STIPULATED SURETY AGREEMENT AND  
[PROPOSED] ORDER**

This Agreement to Entry of a Surety Agreement ("Agreement") is made between Alicia Lo ("LO") and the United States (collectively the "Parties").

On March 14, 2016, this Court entered a Preliminary Order of Forfeiture in a form of a money judgment in the amount of \$225,000 representing proceeds obtained directly or indirectly from the commission of the offense of conviction (hereafter the "Forfeiture Money Judgment"). As of today, the \$225,000 forfeiture money judgment remains unsatisfied.

On August 4, 2016, this Court entered a restraining order to preserve any property subject to forfeiture including but not limited to all intellectual property or contractual rights owned or possessed by the defendant. (See, Docket 1535). LO, and her company Broken Toy Productions, were listed as parties to be restrained by the Court's order.

Stipulated Agreement and Order  
US V Chow, CR 14-0196 CRB

On November 14, 2016, the Court issued a preliminary order of forfeiture as to the following property (hereafter the "Defendant's Memoir"):

(1) All intellectual property rights to, and profits or proceeds from publicity related to: Shrimp Boy: The Sun of the Underworld, A Life of Crime, Violence and Redemption Inside the Chinatown Underworld. Copyright Registration Number TXu001769022. Authorship on Application: Raymond Chow, 1959 -; and

(2) All intellectual property rights to, and profits or proceeds from publicity related to: Shrimp Boy: A Life of Crime, Violence and Redemption Inside the Chinatown Underworld. Copyright Registration Number TXu001893320. Authorship on Application: Raymond Chow, 1959 -.

1. LO represents that she has carefully read and understands the scope and effect of the provisions of this Agreement.

2. LO represents that she has had the opportunity to consult with an attorney, and she has carefully read and understands the scope and effect of the provisions of this Agreement.

3. LO agrees to the filing of a lis pendens against the following property, pursuant to this agreement and the forfeiture money judgment: 443 Union Street, San Francisco, CA 94118 (the "Restrained Property").

4. LO agrees that she, her agents, servants, employees, attorneys, family members and those persons in active concert or participation with her, and those persons, financial institutions, or other entities who have any interest or control over the Restrained Property, shall be restrained, enjoined, and prohibited, without prior approval of this Court and upon notice to the United States and an opportunity for the United States to be heard, from attempting or completing any action that would affect the availability, marketability or value of the Restrained Property, including but not limited to selling, transferring, assigning, pledging, distributing, encumbering, wasting, secreting, depreciating, damaging, or in any way diminishing the value of, all or any part of their interest, direct or indirect, in the Restrained Property.

5. LO agrees that should any person take, or attempt to take, any action that would frustrate the government's forfeiture of any portion the Defendant's Memoir or affect the availability, marketability or value of the Defendant's Memoir, including but not limited to selling, assigning, transferring, pledging, distributing, encumbering, wasting, secreting or otherwise disposing of, or

1 removing from the jurisdiction of this Court, all or any interest, direct or indirect, in such property, the  
 2 government may forfeit the Restrained Property up to the remaining unpaid balance of the Forfeiture  
 3 Money Judgment.

4 6. The United States agrees not to sell the Defendant's Memoir until the resolution of  
 5 defendant Chow's current appeal of his criminal conviction (United States v. Chow, No. 16-10348),  
 6 unless there is a violation of the terms of ¶¶ 4 or 5 of this Agreement. The United States may take steps  
 7 to complete forfeiture of the Defendant's Memoir or any other assets in the interim.

8 7. This Agreement shall be construed in accordance with federal law, and any conflict over  
 9 the terms and conditions of this Agreement must be decided by the Court as part of the forfeiture action.

10  
 11 Dated:

6/14/17

  
 DAVID COUNTRYMAN  
 Assistant United States Attorney

12  
 13  
 14 Dated:

6/4/17

  
 ALICIA LO  
 Owner of the Restrained Property

15  
 16  
 17 Dated:

Karen L. Landau

Digitally signed by Karen L. Landau  
 DN: cn=Karen L. Landau, o=Law Office of Karen  
 L. Landau, ou,  
 email=karenlandau@karenlandau.com, c=US  
 Date: 2017.06.06 10:33:32 -07'00'

KAREN LANDAU, ESQ.  
 Attorney for Defendant Kwok Cheung Chow

**PROPOSED ORDER**

THEREFORE, IT IS HEREBY ORDERED AND DECREED:

That, should any person take, or attempt to take, any action that would frustrate the government's forfeiture of any portion the Defendant's Memoir or affect the availability, marketability or value of the Defendant's Memoir, including but not limited to selling, assigning, transferring, pledging, distributing, encumbering, wasting, secreting or otherwise disposing of, or removing from the jurisdiction of this Court, all or any interest, direct or indirect, in such property, the government may forfeit the Restrained Property up to the remaining unpaid balance of the Forfeiture Money Judgment.

IT IS FURTHER ORDERED:


That, effective immediately, Alicia Lo, her agents, servants, employees, attorneys, family members and those persons in active concert or participation with them, and those persons, financial institutions, or other entities who have any interest or control over the subject property, are hereby RESTRAINED, ENJOINED, AND PROHIBITED, without prior approval of this Court and upon notice to the United States and an opportunity for the United States to be heard, from attempting or completing any action that would affect the availability, marketability or value of the restrained Property, including but not limited to selling, transferring, assigning, pledging, distributing, encumbering, wasting, secreting, depreciating, damaging, or in any way diminishing the value of, all or any part of their interest, direct or indirect, in the Restrained Property:

IT IS FURTHER ORDERED:

The United States shall not sell the Defendant's Memoir until the resolution of defendant Chow's current appeal of his criminal conviction (United States v. Chow, No. 16-10348), unless there is a violation of the terms of ¶¶ 4-5. The United States may take steps to complete forfeiture of the Defendant's Memoir or any other assets in the interim.

THIS ORDER shall remain in full force and effect until further order of this Court.

DATED: June 19, 2017

  
HONORABLE CHARLES R. BREYER  
United States District Judge

SO ORDERED.

Stipulated Agreement and Order  
US V Chow, CR 14-0196 CRB